



NAILAH K. BYRD
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Court of Common Pleas

ANSWER OF...
February 6, 2019 16:08

By: HAROLD F. BAKER 0097421

Confirmation Nbr. 1618731

STEVEN SCHMITZ ET AL

CV 14 834486

vs.

Judge: DEENA R. CALABRESE

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION,
ET AL

Pages Filed: 25

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

**STEVEN SCHMITZ and YVETTE
SCHMITZ,**

Plaintiffs,

v.

**NATIONAL COLLEGIATE ATHLETIC
ASSOCIATION, and
UNIVERSITY OF NOTRE DAME,**

Defendants.

CASE NO. CV-14-834486

JUDGE DEENA R. CALABRESE

**DEFENDANT UNIVERSITY OF NOTRE DAME'S ANSWER TO THE FIRST
AMENDED COMPLAINT**

Pursuant to Ohio Rule of Civil Procedure 8(B), Defendant University of Notre Dame ("Notre Dame"), by and through its undersigned counsel, hereby answers the First Amended Complaint as follows:

1. Upon information and belief, Notre Dame admits that Steven Schmitz was on the Notre Dame football team roster between 1975 and 1978, but otherwise denies the allegations in Paragraph 1.
2. Notre Dame denies the allegations in Paragraph 2.
3. Notre Dame denies the allegations in Paragraph 3.
4. Paragraph 4 refers to purported "published medical literature," which speaks for itself, and Notre Dame denies any characterizations thereof. Notre Dame otherwise denies the allegations in Paragraph 4.

5. Paragraph 5 refers to purported “studies” and “medical and scientific evidence,” which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise denies the allegations in Paragraph 5.

6. Notre Dame admits that it is an institution of higher learning. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations in Paragraph 6 and therefore denies them.

7. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7 and therefore denies them.

8. Notre Dame admits that it offers courses in neuroscience, but denies the remaining allegations in Paragraph 8.

9. Notre Dame denies the allegations in Paragraph 9.

10. Notre Dame denies the allegations in Paragraph 10.

11. Notre Dame denies the allegations in Paragraph 11.

12. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12 and therefore denies them.

13. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 13 and therefore denies them.

14. Upon information and belief, Notre Dame admits that Steve Schmitz is a graduate of Notre Dame, where he was on the football roster for three seasons. Notre Dame otherwise denies the allegations in Paragraph 14.

15. Upon information and belief, Notre Dame admits that Steve Schmitz was a student at St. Edward High School in Lakewood, Ohio. Notre Dame is otherwise without

knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 15 and therefore denies them.

16. Upon information and belief, Notre Dame admits that Steve Schmitz received a scholarship to attend Notre Dame. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 16 and therefore denies them.

17. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 17 and therefore denies them.

18. Notre Dame denies the allegations in Paragraph 18.

19. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 19 and therefore denies them.

20. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20 and therefore denies them.

21. Notre Dame admits that Chronic Traumatic Encephalopathy is a form of traumatic encephalopathy, but denies the remaining allegations in Paragraph 21.

22. Notre Dame denies the allegations in Paragraph 22.

23. Notre Dame admits that the principal office of the National Collegiate Athletic Association (“NCAA”) is located in Indianapolis Indiana, and that Notre Dame is a member of the NCAA, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 23 and therefore denies them.

24. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 24 and therefore denies them.

25. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 25 and therefore denies them.

26. To the extent that the reference to “Defendant Notre Dame University” is intended to refer to University of Notre Dame du Lac, Notre Dame states that Paragraph 26 refers to the Notre Dame mission statement, which speaks for itself, and Notre Dame denies any characterizations thereof. Notre Dame otherwise admits the allegations in Paragraph 26.

27. Notre Dame admits that it has Board of Trustees. Notre Dame further admits that the Fellows of the University of Notre Dame du Lac is a self-perpetuating body comprised of 12 individuals, including six clerical members of the Congregation of Holy Cross, United States Province of Priests and Brothers and six lay persons. Notre Dame otherwise denies the allegations in Paragraph 27.

28. Notre Dame admits it is a private institution of higher learning and that it is a member of the NCAA, but otherwise denies the allegations in Paragraph 28.

29. Paragraph 29 refers to an article in Forbes magazine, which speaks for itself, and Notre Dame denies any characterization thereof. Notre Dame otherwise denies the allegations in Paragraph 29.

30. Notre Dame admits that, in 2013, NBC Sports group announced a 10-year contract extension to televise Notre Dame football games, doubling the length of its previous agreement. Notre Dame further admits that NBC and Notre Dame indicated that the extension would begin in 2016 and run through the 2025 season. Notre Dame otherwise denies the allegations in Paragraph 30.

31. Notre Dame admits that John Jenkins is the president of Notre Dame and that the Athletic Director reports directly to the president, but otherwise denies the allegations in Paragraph 31.

32. Notre Dame denies the allegations in Paragraph 32.

33. Paragraph 33 constitutes a legal conclusion to which no response is required. However, to the extent a response is required, Notre Dame denies the allegations in Paragraph 33.

34. Paragraph 34 constitutes a legal conclusion to which no response is required. However, to the extent a response is required, Notre Dame denies the allegations in Paragraph 34.

35. Notre Dame admits that it organizes, sponsors, and stages amateur football games with enrolled student-athletes, but otherwise is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 35 and therefore denies them.

36. Notre Dame admits that it offers and has offered academic programs in neuroscience and psychology. Notre Dame denies that it offers academic programs in psychiatry. Notre Dame is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 36 and therefore denies them.

37. Paragraph 37 refers to purported definitions from by the American Association of Neurological Surgeons, which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise denies the allegations in Paragraph 37.

38. Notre Dame denies the allegations of Paragraph 38 to the extent they purport to identify what Notre Dame knew or should have known. Notre Dame is otherwise without

knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 38 and therefore denies them.

39. Notre Dame denies the allegations of Paragraph 39 to the extent they purport to identify what Notre Dame knew or should have known. Notre Dame is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 39 and therefore denies them.

40. Notre Dame denies the allegations in Paragraph 40.

41. Paragraph 41 refers to purported studies, which speak for themselves, and Notre Dame denies any characterization thereof. Notre Dame otherwise denies the allegations in Paragraph 41.

42. Paragraph 42 refers to purported published peer review studies, which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise denies the allegations in Paragraph 42.

43. Notre Dame denies the allegations in Paragraph 43.

44. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 44 and therefore denies them.

45. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 45 and therefore denies them.

46. Paragraph 46 refers to purported statements made by Chancellor James Roscoe Doe, which speak for themselves, and Notre Dame denies any characterization thereof. Notre Dame otherwise is without knowledge of information sufficient to form a belief as to the truth of the allegations in Paragraph 46 and therefore denies them.

47. Paragraph 47 constitutes a legal conclusion to which no response is required. However, to the extent a response is required, Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 47 and therefore denies them.

48. Paragraph 48 refers to purported statements from the NCAA's website, which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 48 and therefore denies them.

49. Paragraph 49 refers to purported statements in the NCAA's Constitution, which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 49 and therefore denies them.

50. Paragraph 50 refers to purported statements in the NCAA's Constitution, which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise denies the allegations in Paragraph 50.

51. Paragraph 51 refers to purported statements in the NCAA's Constitution, which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise denies the allegations in Paragraph 51.

52. Paragraph 52 refers to purported statements in the NCAA's Constitution, which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise denies the allegations in Paragraph 52.

53. Notre Dame admits that member instructions are expected to abide by NCAA rules and requirements. To the extent Paragraph 53 refers to purported statements in the

NCAA's Constitution, Operating Bylaws and Administrative Bylaws, which speak for themselves, Notre Dame denies any characterizations thereof. Notre Dame otherwise denies the allegations in Paragraph 53.

54. Paragraph 54 refers to purported statements in the NCAA's "Sports Medicine Handbook," which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise denies the allegations in Paragraph 54.

55. Paragraph 55 refers to purported statements in the NCAA's Constitution, which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 55.

56. Paragraph 56 constitutes a legal conclusion to which no response is required. However, to the extent a response is required, Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 56 and therefore denies them.

57. Notre Dame denies the allegations in Paragraph 57.

58. Notre Dame denies the allegations in Paragraph 58.

59. Paragraph 59 refers to purported statements by the American Medical Association Committee on Medical Aspect of Sports, the NCAA, and the National Federation of State High School Associations, which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame is otherwise without knowledge of information sufficient to form a belief as to the truth of the allegations in paragraph 59 and therefore denies them.

60. Notre Dame denies the allegations in Paragraph 60.

61. Notre Dame denies the allegations in Paragraph 61.

62. Notre Dame denies the allegations in Paragraph 62.

63. Notre Dame denies the allegations in Paragraph 63.

64. Notre Dame admits that Steven Schmitz was on the Notre Dame football roster for three seasons and participated in practices, scrimmages, and games, but is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 64 and therefore denies them.

65. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 65 and therefore denies them.

66. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 66 and therefore denies them.

67. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 67 and therefore denies them.

68. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 68 and therefore denies them.

69. Notre Dame denies the allegations in Paragraph 69.

70. Paragraph 70 refers to purported scientific studies, which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 70 and therefore denies them.

71. Paragraph 71 refers to purported statements made by Harrison Martland and published in the Journal of the American Medical Association, which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge

or information sufficient to form a belief as to the truth of the allegations in Paragraph 71 and therefore denies them.

72. Paragraph 72 refers to a purported report published by the American Football Coaches Association, which speaks for itself, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 72 and therefore denies them.

73. Paragraph 73 refers to purported recommendations issued by the Medical Advisory Board of the New York Athletic Commission, which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 73 and therefore denies them.

74. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 74 and therefore denies them.

75. Paragraph 75 refers to a purported study published in the Journal of the American Medical Association, which speaks for itself, and Notre Dame denies any characterizations thereof. Notre Dame is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 75 and therefore denies them.

76. Paragraph 76 refers to a purported study published in the New England Journal of Medicine, which speaks for itself, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 76 and therefore denies them.

77. Paragraph 77 refers to purported statements made by Drs. Serel and Jaros, which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame

otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 77 and therefore denies them.

78. Paragraph 78 refers to a purported study by Drs. Mawdsley and Ferguson published in Lancet, which speaks for itself, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 78 and therefore denies them.

79. Paragraph 79 refers to a purported study by Drs. Hughes and Hendrix, which speaks for itself, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 79 and therefore denies them.

80. Paragraph 80 refers to a purported statement by the American Medical Association Committee on Medical Aspects of Sports, which speaks for itself, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 80 and therefore denies them.

81. Paragraph 81 refers to purported recommendations published in the Journal of Medicine and Science in Sports and in a book titled Head and Neck Injuries in Football, which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 81 and therefore denies them.

82. Paragraph 82 refers to a purported study by Drs. Corsellis, Bruton, and Freeman-Browne, which speaks for itself, and Notre Dame denies any characterizations thereof. Notre

Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 82 and therefore denies them.

83. Paragraph 83 refers to a purported study by Drs. Gronwall and Wrightson, which speaks for itself, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 83 and therefore denies them.

84. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 84 and therefore denies them.

85. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 85 and therefore denies them.

86. Paragraph 86 refers to a safety rule, which speaks for itself, and Notre Dame denies any characterizations thereof. Notre Dame otherwise denies the allegations in Paragraph 86.

87. Paragraph 87 refers to purported studies published in the medical journals referenced in Paragraph 87, which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise denies the allegations in Paragraph 87.

88. Paragraph 88 refers to purported studies published by the Department of Neurosurgery at the University of Virginia, which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 88 and therefore denies them.

89. Paragraph 89 refers to purported studies conducted by the University of Virginia and other unnamed institutions, which speak for themselves, and Notre Dame denies any

characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 89 and therefore denies them.

90. Paragraph 90 refers to the purported studies referenced in Paragraph 89, which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 90 and therefore denies them.

91. Paragraph 91 refers to a purported study by Dr. Robert Cantu, which speaks for itself, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 91 and therefore denies them.

92. Paragraph 92 refers to purported criteria, which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 92 and therefore denies them.

93. Paragraph 93 refers to a purported study by the National Center for Catastrophic Sport Injury Research, which speaks for itself, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 93 and therefore denies them.

94. Paragraph 94 refers to purported recommendations made by “a convention of neurological experts,” which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 94 and therefore denies them.

95. Paragraph 95 refers to purported protocols “established at a Vienna conference in 2001,” which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 95 and therefore denies them.

96. Paragraph 96 refers to purported “survey-based papers,” which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 96 and therefore denies them.

97. Paragraph 97 refers to a purported 2006 publication, which speaks for itself, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 97 and therefore denies them.

98. Notre Dame denies the allegations in Paragraph 98.

99. Notre Dame denies the allegation in Paragraph 99.

100. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 100 and therefore denies them.

101. Paragraph 101 refers to purported studies “partially funded by the NCAA,” which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 101 and therefore denies them.

102. Notre Dame is without knowledge or information sufficient to form a belief as to the NCAA’s knowledge and therefore denies those allegations. Notre Dame denies the remaining allegations in Paragraph 102.

103. Notre Dame denies the allegations in Paragraph 103.
104. Notre Dame denies the allegations in Paragraph 104.
105. Notre Dame denies the allegations in Paragraph 105.
106. Notre Dame is without knowledge or information sufficient to form a belief as to the allegations in Paragraph 106 and therefore denies them.
107. Notre Dame denies the allegations in Paragraph 107.
108. Notre Dame denies the allegations in Paragraph 108.
109. Notre Dame is without knowledge or information sufficient to form a belief as to the allegations in Paragraph 109 and therefore denies them.
110. Paragraph 110 refers to the NCAA's Concussion Management Plan policy, which speaks for itself, and Notre Dame denies any characterizations thereof.
111. Paragraph 111 refers to the NCAA's Concussion Management Plan policy, which speaks for itself, and Notre Dame denies any characterizations thereof.
112. Paragraph 112 refers to the NCAA's Concussion Management Plan policy, which speaks for itself, and Notre Dame denies any characterizations thereof.
113. Notre Dame denies the allegations in Paragraph 113.
114. Notre Dame denies the allegations in Paragraph 114.
115. Notre Dame incorporates its responses to Paragraphs 1 through 114 as set forth above.
116. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 116 and therefore denies them.
117. Notre Dame denies the allegations in Paragraph 117.
118. Notre Dame denies the allegations in Paragraph 118.

119. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 119 and therefore denies them.

120. Notre Dame denies the allegations in Paragraph 120.

121. Notre Dame denies the allegations in Paragraph 121.

122. Notre Dame denies the allegations in Paragraph 122.

123. Notre Dame denies the allegations in Paragraph 123.

124. Notre Dame denies the allegations in Paragraph 124.

125. Notre Dame denies the allegations in Paragraph 125.

126. Paragraph 126 refers to a study and report by Harrison Martland in 1928, which speak for themselves, and Notre Dame denies any characterizations thereof. Notre Dame otherwise is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 126 and therefore denies them.

127. Notre Dame is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 127 and therefore denies them.

128. Notre Dame denies the allegations in Paragraph 128.

129. Notre Dame is without knowledge or information sufficient to form a belief as to truth of the allegations in Paragraph 129 and therefore denies them.

130. Notre Dame denies the allegations in Paragraph 130.

131. Notre Dame denies the allegations in Paragraph 131.

132. Notre Dame incorporates its responses to Paragraphs 1 through 131 as set forth above.

133. Notre Dame denies the allegations in Paragraph 133.

134. Notre Dame denies the allegations in Paragraph 134.

135. Notre Dame denies the allegations in Paragraph 135.
136. Notre Dame denies the allegations in Paragraph 136.
137. Notre Dame denies the allegations in Paragraph 137.
138. Notre Dame denies the allegations in Paragraph 138.
139. Notre Dame denies the allegations in Paragraph 139.
140. Notre Dame denies the allegations in Paragraph 140.
141. Notre Dame denies the allegations in Paragraph 141.
142. Notre Dame incorporates its responses to Paragraphs 1 through 141 as set forth
above.

143. Notre Dame denies the allegations in Paragraph 143.
144. Notre Dame denies the allegations in Paragraph 144.
145. Notre Dame denies the allegations in Paragraph 145.
146. Notre Dame denies the allegations in Paragraph 146.
147. Notre Dame denies the allegations in Paragraph 147.
148. Notre Dame denies the allegations in Paragraph 148.
149. Notre Dame denies the allegations in Paragraph 149.
150. Notre Dame denies the allegations in Paragraph 150.
151. Notre Dame denies the allegations in Paragraph 151.
152. Notre Dame denies the allegations in Paragraph 152.
153. Notre Dame denies the allegations in Paragraph 153.
154. Notre Dame incorporates its responses to Paragraphs 1 through 153 as set forth
above.

155. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 155. To the extent a response is required, Notre Dame denies the allegations in Paragraph 155.

156. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 156. To the extent a response is required, Notre Dame denies the allegations in Paragraph 156.

157. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 157. To the extent a response is required, Notre Dame denies the allegations in Paragraph 157.

158. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 158. To the extent a response is required, Notre Dame denies the allegations in Paragraph 158.

159. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 159. To the extent a response is required, Notre Dame denies the allegations in Paragraph 159.

160. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 160. To the extent a response is required, Notre Dame denies the allegations in Paragraph 160.

161. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 161. To the extent a response is required, Notre Dame denies the allegations in Paragraph 161.

162. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 162. To the extent a response is required, Notre Dame denies the allegations in Paragraph 162.

163. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 163. To the extent a response is required, Notre Dame denies the allegations in Paragraph 163.

164. Notre Dame incorporates its responses to Paragraphs 1 through 163 as set forth above.

165. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 165. To the extent a response is required, Notre Dame denies the allegations in Paragraph 165.

166. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 166. To the extent a response is required, Notre Dame denies the allegations in Paragraph 166.

167. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 167. To the extent a response is required, Notre Dame denies the allegations in Paragraph 167.

168. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 168. To the extent a response is required, Notre Dame denies the allegations in Paragraph 168.

169. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 169. To the extent a response is required, Notre Dame denies the allegations in Paragraph 169.

170. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 170. To the extent a response is required, Notre Dame denies the allegations in Paragraph 170.

171. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 171. To the extent a response is required, Notre Dame denies the allegations in Paragraph 171.

172. Notre Dame incorporates its responses to Paragraphs 1 through 171 as set forth above.

173. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 173. To the extent a response is required, Notre Dame denies the allegations in Paragraph 173.

174. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 174. To the extent a response is required, Notre Dame denies the allegations in Paragraph 174.

175. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 175. To the extent a response is required, Notre Dame denies the allegations in Paragraph 175.

176. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 176. To the extent a response is required, Notre Dame denies the allegations in Paragraph 176.

177. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 177. To the extent a response is required, Notre Dame denies the allegations in Paragraph 177.

178. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 178. To the extent a response is required, Notre Dame denies the allegations in Paragraph 178.

179. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 179. To the extent a response is required, Notre Dame denies the allegations in Paragraph 179.

180. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 180. To the extent a response is required, Notre Dame denies the allegations in Paragraph 180.

181. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 181. To the extent a response is required, Notre Dame denies the allegations in Paragraph 181.

182. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 182. To the extent a response is required, Notre Dame denies the allegations in Paragraph 182.

183. This claim has been dismissed in its entirety and therefore no response is required to the allegations in Paragraph 183. To the extent a response is required, Notre Dame denies the allegations in Paragraph 183.

184. Notre Dame incorporates its responses to Paragraphs 1 through 183 as set forth above.

185. Notre Dame denies the allegations in Paragraph 185.

186. Notre Dame denies the allegations in Paragraph 186.

187. Notre Dame denies the allegations in Paragraph 187.

188. Notre Dame denies the allegations in Paragraph 188.

189. Notre Dame denies each and every allegation not specifically admitted herein, including but not limited to the Prayer for Relief.

AFFIRMATIVE DEFENSES

First Defense:

Plaintiff's claims are barred, in whole or in part, by the applicable statutes of limitations and/or statutes of repose.

Second Defense:

Plaintiff's claims are barred, in whole or in part, by the equitable doctrine of laches.

Third Defense:

Plaintiff's claims are barred, in whole or in part, under the doctrines of express or implied assumption of risk.

Fourth Defense:

Plaintiff's claims are barred, in whole or in part, as neither Plaintiff's Complaint nor any purported cause of action alleged therein states facts sufficient to constitute claims upon which relief can be granted against Notre Dame.

Fifth Defense:

Notre Dame did not deliberately or affirmatively assume a duty recognized by law specifically to prevent the injuries alleged by Plaintiff, and therefore Plaintiff's claims are not cognizable under the law.

Sixth Defense:

Plaintiff has not suffered any damages or injuries that were proximately caused by any act or omission of Notre Dame.

Seventh Defense:

Any alleged injury or damages sustained by Plaintiff were not caused by Notre Dame, but by the acts of omissions of persons other than Notre Dame over whom Notre Dame had no control, no right to control, no duty to control, and in fact did not control.

Eighth Defense:

Any alleged injury or damages sustained by Plaintiff was not caused by Notre Dame, but by independent intervening and superseding causes.

Ninth Defense:

Plaintiff's claims are barred, in whole or in part, by the doctrines of waiver and/or estoppel.

Tenth Defense:

Plaintiff's claims are barred, in whole or in part, to the extent that Plaintiff failed to mitigate damages, entitlement to which is expressly denied.

Eleventh Defense:

Plaintiff's claims are barred, in whole or in part, by the doctrines of contributory or comparative negligence.

Twelfth Defense:

Plaintiff's claims are barred, in whole or in part, by the doctrines of res judicata and/ or collateral estoppel.

WHEREFORE, Notre Dame denies that it is liable for any of the claims in Plaintiff's Complaint, requests that the Court grant Plaintiff no relief by way, and requests that this Court dismiss the Complaint with prejudice and award Notre Dame costs and attorneys' fees.

Dated: February 6, 2019

Respectfully submitted,

/s/ Matthew A. Kairis

Matthew A. Kairis (0055502)

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Counsel for Defendant

UNIVERSITY OF NOTRE DAME

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 6th day of February 2019, a true copy of the foregoing was electronically filed with the Clerk of the Cuyahoga County Court of Common Pleas, using the E-Filing system, which will send notification of such filing to all counsel of record at the addresses that they have provided to the Court.

/s/ Harold F. Baker

One of the Attorneys for Defendant
University of Notre Dame